

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

UNITED STATES LIABILITY)
INSURANCE CO., INC., AS)
INSURER OF ADMINASERVICE,)
INC.)
Plaintiff,)
v.) CIVIL ACTION NO. 04-11824 PBS
ADVANTIUS, INC., NEAL)
BERGSTROM, ROBERT)
STEVENS, CHARLES CAMBRA,)
III, JONATHAN K. DRIGGS, AND)
WORKFORCE SOLUTIONS, INC.,)
Defendants.)

**AFFIDAVIT OF CHRIS HEMSLEY IN SUPPORT OF PLAINTIFF'S MOTION
FOR ASSESSMENT OF DAMAGES AGAINST
NEAL BERGSTROM, ROBERT STEVENS AND ADVANTIUS, INC.**

I, Chris Hemsley hereby state and depose the following under oath:

1. I am Chris Hemsley and I am a claims representative and employee of United States Liability Insurance Co., Inc. ("USLI"). I make these statements based on my own personal knowledge or upon a review of the books and records of USLI.
2. I was the claims representative assigned to handle the claim made by Sapers and Wallack Insurance Co., Inc. against AdminaService, Inc. At all relevant times, AdminaService was an insured of USLI.
3. Sapers and Wallack commenced an arbitration proceeding against AdminaService in September 2004.

4. USLI hired the law firm of Fitzhugh, Parker & Alvaro, LLP to defend AdminaService. That claim was settled in or about March 2004. USLI paid \$749,343.25 in settlement of the claim. USLI also paid Fitzhugh, Parker & Alvaro, LLP \$37,044.29 in legal fees in defense of the arbitration.
5. USLI commenced this suit against the defendants in August 2004 to recover the funds it paid out in settlement of the arbitration.
6. As far as I am aware, Robert Stevens is not on active military duty and has not been declared incompetent, and is not an infant.
7. As far as I am aware, Neal Bergstrom is not on active military duty and has not been declared incompetent, and is not an infant.

SWORN AND SUBSCRIBED TO UNDER THE PAINS AND PENALTIES OF

PERJURY THIS 16 DAY OF March 2006.



Chris Hemsley
Chris Hemsley, as Claims Representative for
United States Liability Insurance Co.

patricka carnevale

